

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
 ■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 1

Date: August 5, 2009

Subject: Information Relative to Possible Conflict of Interest

Recommendation*: Note agenda items and contractors/subcontractors which may require member abstentions due to possible conflicts of interest.

Background: In accordance with California Government Code 84308, members of the Board may not participate in any action concerning a contract where they have received a campaign contribution of more than \$250 in the prior twelve months from an entity or individual. This agenda contains recommendations for action relative to the following contractors:

Item No.	Contract No.	Contractor/Agents	Subcontractors
7	C07108	JLM Towing Services, Inc. <i>Moises Serrano, President</i>	None
7	C07107	Pepe's Towing Services, Inc. <i>Lorenzo Navarro, Vice-President</i>	None
10	A03015-02	RMA Group <i>Ed Lyon</i>	None

Approved
Board of Directors

Date: August 5, 2009

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

12	C09203	America West Landscape, Inc. <i>Duane Groen</i> <i>Roy Anthony</i>	None
18		ICF Jones and Stokes <i>Patty Cook</i>	None
18		PBS&J <i>Michael Hendrix</i>	None
19	C10006	Chad Costello <i>Chad Costello</i>	None
20	C09196	Lowest Bidder -TBD	

Financial Impact: This item has no direct impact on the budget.

Reviewed By: This item is prepared monthly for review by the Board of Directors and Policy Committee members.

BOARD OF DIRECTORS ATTENDANCE RECORD - 2009

Name	Jan	Feb	March	April	May	Special May 20 Mtg	June	July	Aug	Sept	Oct	Nov	Dec
Gary Ovitt Board of Supervisors	X	X		X	X	X	X	X					
Brad Mitzelfelt Board of Supervisors	X			X	X		X	X					
Paul Biane Board of Supervisors	X		X	X			X	X					
Josie Gonzales Board of Supervisors	X	X	X	X	X		X						
Neil Derry Board of Supervisors		X	X	X	X	X	X	X					
Charley Glasper City of Adelanto	X	X	X	X	X		X	X					
Rick Roelle Town of Apple Valley	X	X	X	X	X	X	X	X					
Julie McIntyre City of Barstow	X	X	X	X	X		X	X					
Bill Jahn City of Big Bear Lake	X	X	X	X	X	X	X	X					
Dennis Yates City of Chino	X	X	X	X	X	X	X	X					
Gwenn Norton-Perry City of Chino Hills		X	X	X	X			X					
Kelly Chastain City of Colton	X	X	X	X	X	X	X	X					
Mark Nuaimi City of Fontana	X	X	X	X	X	X	X	X					
Bea Cortes City of Grand Terrace	*	X	X	X	X	X	X	X					
Mike Leonard City of Hesperia	X	X		X	X		X	X					

X = member attended meeting. * = alternate member attended meeting. Empty box = Did not attend meeting. Crossed out box = not a Board Member at the time.
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BOARD OF DIRECTORS ATTENDANCE RECORD - 2009

Name	Jan	Feb	March	April	May	Special May 20 Mtg	June	July	Aug	Sept	Oct	Nov	Dec
Larry McCallon City of Highland	X	X	X	X	X	X	X	X					
Rhodes 'Dusty' Rigbsby City of Loma Linda	X	X	X	X	X	X	X	X					
Paul Eaton City of Montclair	X	X	X	X	*		X	X					
Jeff Williams City of Needles	X	X		X	X		X	X					
Alan Wapner City of Ontario	X	X	X	*	X		X	X					
Diane Williams City of Rancho Cucamonga	X	X	X	X	X	X	X	X					
Pat Gilbreath City of Redlands	X	X	X	X	X	X	X	X					
Grace Vargas City of Rialto	*	X	X	X	X	X	X	X					
Ed Scott City of Rialto	X	X	X	X	X		X	*					
Patrick Morris City of San Bernardino	X	X	X	X	X		X	X					
Jim Harris City of Twentynine Palms	X	X	X	X	X	X	X	X					
John Pomierski City of Upland	X	X	X		X	X	X	X					
Ryan McEachron City of Victorville	X	X	X	X	X	X	X	*					
Dick Riddell City of Yucaipa	X	X	X	X	X	X	X	X					
William Neeb Town of Yucca Valley	X	X	X	X	X	X	X	X					
Ray Wolfe Ex-Official Member	Jesus Galvan	X	X	X	Basem Muallem		Basem Muallem	X					

X = member attended meeting.

* = alternate member attended meeting. Empty box = Did not attend meeting

Crossed out box = not a Board Member at the time.

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BOARD OF DIRECTORS ATTENDANCE RECORD - 2008

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Gary Ovitt Board of Supervisors	X	X	X	X	X	X	X	X		X	X	X
Brad Mitzelfelt Board of Supervisors	X	X	X	X	X		X	X	X	X		
Paul Biane Board of Supervisors		X		X	X	X				X	X	
Dennis Hansberger Board of Supervisors	X	X		X	X		X	X	X		X	X
Neil Derry Board of Supervisors	X	X	X	X	X	X	X	X	X	X	X	X
Josie Gonzales Board of Supervisors	X		X	X	X	X	X	X	X	X		
Jim Nehmens City of Adelanto	X	X	X		X	X	X	X	X	X	X	X
Charley Glasper City of Adelanto	X	X	X	X	X	X	X	X	*	X	X	X
Rick Roelle Town of Apple Valley	X	X	X	X	X	X		X	X	X	X	X
Lawrence Dale City of Barstow	X	X	X	X	X	X	X	X	X	X	X	X
Bill Jahn City of Big Bear Lake	X	X			X	X	X	X		X	X	X
Dennis Yates City of Chino	X	X	X		X	X	X	X	X		X	X
Gwenn Norton-Perry City of Chino Hills		X	X	X	X		*				X	
Kelly Chastain City of Colton	X	X	X	X	X	*	*	X	X	X	X	X
Mark Nuaimi City of Fontana	X	X	X		X	X	X	X	X	X	X	X
Bea Cortes City of Grand Terrace	X	X	X	X	X	X	X	X	X	X	X	X
Mike Leonard City of Hesperia	X	X	X	X	X	X	X		X	X	X	X
Larry McCallon City of Highland	X	X	X		X	X	*	*	X	X	X	X

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BOARD OF DIRECTORS ATTENDANCE RECORD - 2008

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Robert Christman City of Loma Linda	X	X		X	X	X	X					
Rhodes 'Dusty' Rigsby City of Loma Linda								X	X	X	X	X
Paul Eaton City of Montclair	X	X	X	X	X	X	X	X	X	X	X	X
Rebecca Valentine City of Needles		X	X	X	X	X	X	X	X	X	X	X
Paul Leon City of Ontario	X	X	X	X	X	*	X	X	X	X	X	X
Diane Williams City of Rancho Cucamonga	X	X	X	X	X	X	X	X	X	X	X	X
Pat Gilbreath City of Redlands	X	X	X	X	X	X	X	X	X	X	X	X
Grace Vargas City of Rialto	X	X	X		X		X	*	X			X
Patrick Morris City of San Bernardino	X	X		X	X	X		X	X	X	X	X
Jim Harris City of Twentynine Palms		X	X	X	X	X	X	X	X	X	X	X
John Pomierski City of Upland	X	X	X		X	X		X	X			X
Mike Rothschild City of Victorville	X	X	X	X	X	X	X	X	X	X	X	
Ryan McEachron City of Victorville												X
Dick Riddell City of Yucaipa	X	X	X	X	X	X	X	X	X	X	X	X
Chad Mayes Town of Yucca Valley	X	X	*	*								
William Neeb Town of Yucca Valley					X	X	X	X	X	X	X	X
Michael Perovich Ex-Official Member	X	X		X	X	Karla Sutliff	Karla Sutliff	Karla Sutliff	Karla Sutliff			
Ray Wolfe Ex-Official Member										X	X	X

X = member attended meeting. * = alternate member attended meeting. Empty box = Did not attend meeting. Crossed out box = not a Board Member at the time.

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 3

Date: August 5, 2009

Subject: Procurement Report for June 2009

Recommendation:* Receive Monthly Procurement Report.

Background: The Board of Directors approved the Contracting and Procurement Policy (Policy No. 11000) on January 3, 1997. The Executive Director, or designee, is authorized to approve Purchase Orders up to an amount of \$50,000. All procurements for supplies and services approved by the Executive Director, or his designee, in excess of \$5,000 shall be routinely reported to the Administrative Committee and to the Board of Directors.

Attached are the purchase orders in excess of \$5,000 to be reported to the Board of Directors for the month of June 2009.

Financial Impact: This item imposes no impact on the FY 2008/2009 Budget. Presentation of the monthly procurement report will demonstrate compliance with the Contracting and Procurement Policy (Policy No. 11000).

Reviewed By: This item was unanimously received by the Administrative Committee on July 8, 2009.

Responsible Staff: William Stawarski, Chief Financial Officer

Approved
Board of Directors

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

PURCHASE ORDERS ISSUED FOR JUNE 2009

	Vendor	Purpose	Sole Source Y/N	Amount
P09220	Atkinson, Andelson,Loya, Rudd & Romo	Legal Services for the SR-210 landscape Contractor Claim	Y – The Attorney originally working on this case moved to this law firm from the law firm Pekar & Abramson.	25,000.00
P09221	Inland Building Construction Companies, Inc.	Acoustic Wall Panels to be installed on the Lobby Walls	Y – This is a local firm that could provide the work within our time frame and are familiar with the unique requirements of the historic depot building.	9,325.00
P09230	Tyler Technologies, Inc.	License-User Fees for Crystal Reporting	Y – This is the version used by Tyler's Eden System Software.	6,300.00
P09231	TH Enterprises, Inc.	Purchase and set-up of HP Proliant DL380 G5 Server	N – Per Contract 05-034.	9,785.50
P09232	Harris & Associates	Construction Management for installation of six microwave vehicle detection systems along SR-210	Y – This firm is already working on other SANBAG project in this corridor, they have unique experience as a construction manager and due to time constraints, they already have staff ready to begin work on the project.	25,000.00
P10003	Xerox Corporation	60 Month lease for a Xerox WX4150X Printer/Copier/Scanner	N	7,200.00
			TOTAL PURCHASE ORDERS ISSUED	\$82,610.50

BRD0908a-ws
ISF10

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 4

Date: August 5, 2009

Subject: Appropriations Limitation for Fiscal Year 2009/2010

Recommendation:* Adopt Resolution 10-002 to establish appropriations limit at \$888,002,281.

Background: Article XIIB of the California Constitution specifies that the appropriations limit of state and local governments may increase annually by a factor comprised of the change in population combined with the change in California per capita personal income.

In accordance with the above mentioned requirements, Resolution 10-002 has been prepared and is attached for review and adoption. The Ordinance 89-1 (Measure I) established the original appropriations limit of \$250,000,000. Resolution 10-002 establishes the appropriations limit at \$888,002,281 for Fiscal Year 2009/2010. The annual establishment of an appropriations limitation excludes federal grant funds.

The California Department of Finance provides the percentage change over prior year for the per capita personal income and the annual percent change in population. The calculation is reviewed and approved by independent auditors.

The previous limit, as approved by the Board of Directors, was \$875,612,366. This item adjusts the limit to \$888,002,281.

*

*Approved
Board of Directors*

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

BRD0908b-ws
ISF10
Attachment:
RES10002-ws

Financial Impact: This item imposes no financial impact. The 2009/2010 adopted budget, with associated amendments, is well below the proposed appropriation limit.

Reviewed By: This item was reviewed by the Administrative Committee on July 8, 2009 and unanimously recommended for approval.

Responsible Staff: William Stawarski, Chief Financial Officer

RESOLUTION NO. 10-002

RESOLUTION ESTABLISHING APPROPRIATIONS LIMIT FOR FISCAL YEAR 2009/2010

WHEREAS, Article XIII B of the California Constitution and Sections 7900 through 7913 of the California Government Code require the establishment of an appropriations limit; and

WHEREAS, appropriations limits are applicable to funds received from the proceeds of taxes and interest earned on such proceeds.

NOW, THEREFORE, BE IT RESOLVED, that the San Bernardino County Transportation Authority hereby determines that pursuant to Section 7902(b) of the California Government Code, the appropriations limit for San Bernardino County Transportation Authority for Fiscal Year 2009/2010 is determined to be \$888,002,281.

Approved by the Board of Directors of the San Bernardino County Transportation Commission at a regular meeting thereof held this 5th day of August 2009.

*Approved
Board of Directors*

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 5

Date: August 5, 2009

Subject: Changes to Policy 10111, Work Requirements, Leaves, and Absences

Recommendation:* Approve changes to Policy 10111 to incorporate wage and benefit continuation for full-time SANBAG employees called to active duty in the Armed Forces.

Background: SANBAG Policy 10111, Work Requirements, Leaves, and Absences contains provisions for SANBAG employees on military leave. When discussing amendments to this policy to incorporate recent changes to federal law, the subject of wage and benefit continuation for full-time employees called up to active duty was brought up for discussion. The Administrative Committee directed staff to research the possibility of SANBAG adopting this type of policy.

Currently, SANBAG provides for 30 days of paid military leave each fiscal year. This leave can be used for any member of the reserve corps of the Armed Services or the National Guard called for temporary or active duty. Temporary duty is service or training lasting less than 180 days and active duty is service lasting longer than 180 days. SANBAG's policy is consistent with state and federal law.

Policies that provide for wage continuation beyond 30 days are in excess of state and federal law. The typical policy in place in those agencies that provide this benefit is to provide the difference between an employee's military pay and their base salary with the agency. Typically this pay differential is limited to 365 calendar days of service.

*

Approved
Board of Directors

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

After reviewing the general provisions of this type of policy, the Administrative Committee directed staff to proceed with drafting a policy for SANBAG. Attached is an amendment to Policy 10111 that would provide wage and benefit continuation for full-time SANBAG employees called to active duty.

The policy would go into effect when an employee who is a member of the Armed Services Reserve or National Guard is called to active duty by the President of the United States in time of war, armed conflict, United Nation's Resolution, or imminent danger. The employee would receive their full pay for the first 30 calendar days under the existing federal and state laws. After that first 30 calendar days, the employee would receive the difference between their military pay (including wages, salary, specialty assignment, housing subsidy or any other form of compensation) and their base salary with the agency. These payments would not continue beyond 365 calendar days. The agency would also continue to contribute towards the medical and dental benefits of the employee. During the period of military service the medical and dental plans provided by the military for the employee and dependents would be the primary payer.

The implications to SANBAG are financial. In addition to the cost of providing the wage continuation itself, SANBAG would also have to pay for a replacement of the military service member while they are on duty. SANBAG is a very small organization and the extended absence of any of our employees requires that a replacement be used to insure that our work can continue.

Currently, SANBAG has only one employee serving in the reserves. The total cost for this policy can't be known until such time as it is needed. Though SANBAG has only one employee currently in the reserves, there is no way to know with certainty if other employees will be eligible in the future. In general, between the pay differential, benefit continuation and replacement salary costs the amount for each employee covered by this policy would exceed \$100,000 with some substantially more and some a little less.

- Financial Impact:*** SANBAG could experience costs in excess of \$100,000 per covered employee though the exact amount of any financial impact can't be known until the time the policy is activated. Factors influencing the financial impact would be the number of employees covered, the military rank and SANBAG salary of the employee, and the length of active duty.
- Reviewed By:*** This item was reviewed and unanimously recommended for approval by the Administrative Committee on July 8, 2009.
- Responsible Staff:*** Duane A. Baker, Director of Management Services

San Bernardino Associated Governments	Policy	10111
Adopted by the Board of Directors April 3, 1991	Revised	Draft 7/8/09 7/1/09
Work Requirements, Leaves, and Absences	Revision No.	12 11

XV. MILITARY LEAVE

As provided in the California Military and Veterans Code Section 395 et seq., and any amendment thereto, and the federal Uniformed Service Employment and Reemployment Rights Act of 1994, a SANBAG employee, regular or extra-help, may be entitled to the following rights concerning military leave:

D. Compensation. This provision does not include an employee's attendance at weekend reserve meetings or drills. Employees must use their own time to attend such meetings. Should the meetings unavoidably conflict with an employee's regular working hours, the employee is required to use vacation or holiday leave, leave without pay, or make up the time. Employees who are called in for a medical examination to determine physical fitness for military duty must also use vacation leave, leave without pay, or make up the time. Employees cannot be required to use their accrued leave. Any employee meeting the requirements in sections B and C. shall be entitled to receive their regular salary or compensation for the first thirty (30) calendar days of any such leave. **Pay for such purposes shall not exceed thirty (30) days in any one fiscal year and shall be paid only for the employee's regularly scheduled workdays that fall within the thirty (30) calendar days.**

E. Continuation of Wage and Benefits for Full-Time Employee Called to Active Duty. An employee who is a member of the Armed Services Reserve or National Guard and is called to active duty by the President of the United States in time of war, armed conflict, United Nation's Resolution, or imminent danger, would receive his/her full pay for the first 30 calendar days under existing federal and state laws (see previous par. D). After the first 30 calendar days, the employee would receive the difference between his/her military pay (including wages, salary, specialty assignment, housing subsidy or any other form of compensation) and his/her base salary with the agency.

SANBAG would also continue to contribute towards the medical and dental benefits of the employee, providing the employee and his/her dependents were covered under the medical and dental plans offered by SANBAG prior to being called to active duty. During the period of military service, the medical and dental plans provided by the military for the employee and dependents would be the primary payer.

These payments would not continue beyond 365 calendar days.

XVIII. REVISION HISTORY

Revision No.	Revisions	Adopted
12	Par. XI.E. Continuation of Wage and Benefits for Full-Time Employee Called to Active Duty. Added new paragraph to Military Leave.	

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 6

Date: August 5, 2009

Subject: Execute an overtime agreement with the California Highway Patrol (CHP) for the supervision and daily oversight of the Freeway Service Patrol (FSP) Program.

Recommendation:* Approve Agreement No. 09-180 with the CHP, to contract for officer services for FSP supervision and operational oversight from July 1, 2009, to June 30, 2012, with an optional one year extension, in the amount of \$120,000, as specified in the financial impact section below.

Background: FSP consists of a fleet of tow trucks roaming urban freeways for the purpose of assisting motorists with their disabled vehicles during peak periods of congestion. The stretch of highway that the fleet roams up and down is referred to as a "beat." As tow trucks roam a particular beat, motorists can expect a quick response from FSP when the motorists' vehicles become disabled. Over the years, FSP programs have demonstrated many benefits, by reducing: the amount of time a motorist is in unsafe conditions in traffic lanes, traffic delay, fuel consumption, vehicular emissions and secondary accidents.

Since the San Bernardino FSP program was implemented, on average the eight beats implemented on 60 centerline miles of San Bernardino valley freeways, assist approximately 3,500 motorists per month. Service is provided in the peak

Approved
Board of Directors

Date: August 5, 2009

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

morning period from 5:30 a.m. to 8:30 a.m., and then from 3:00 p.m. to 7:00 p.m. Service was implemented in January 2006, and it is anticipated that through a combination of state and local funding, the program will continue with the eight beats for the next three years.

Even though the State provides for one and a half officer time in support of the program, because of the morning and peak period split shift, one and a half officer of regular time is insufficient to supervise and manage the program. Additional hours are needed for a variety of reasons, including, but not limited to:

1. vehicle inspections before and after shifts,
2. management of tow drivers on incidents which occur beyond the afternoon shift period (continue past 7:00 p.m.),
3. accident and incident investigation,
4. customer complaints and inquiries, and
5. driver training which occurs on weekends.

As a result of these additional duties which most often occur beyond the regular work day, additional hours of overtime are required so that the program may be managed and overseen in an appropriate manner. Please refer to Attachment A which contains the CHP agreement and scope of work.

Financial Impact: Funds for this task have been budgeted in Task Number 70410000 in the FY 2009/2010 Budget, funding source is FSP State funding and Department of Motor Vehicles Registration Fees. All future fiscal year expenses will be budgeted accordingly during those fiscal years.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Plans and Programs Committee on July 15, 2009. The Agreement has been reviewed by legal counsel.

Responsible Staff: Kelly Lynn, Manager, Air Quality/Mobility Programs

SANBAG Contract No. C09-180

by and between

SAN BERNARDINO ASSOCIATED GOVERNMENTS

and

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

for

FSP CHP OFFICER(S) OVERTIME**FOR ACCOUNTING PURPOSES ONLY**

<input checked="" type="checkbox"/> Payable	Vendor Contract # <u>9R062000</u>	Retention:	<input checked="" type="checkbox"/> Original
<input type="checkbox"/> Receivable	Vendor ID <u>CHPFMS</u>	<input type="checkbox"/> Yes ____ % <input type="checkbox"/> No	<input type="checkbox"/> Amendment

Notes:

Original Contract:	\$ <u>120,000.00</u>	Previous Amendments Total:	\$ ____
Contingency Amount:	\$ ____	Previous Amendments Contingency Total:	\$ ____
		Current Amendment:	\$ ____
		Current Amendment Contingency:	\$ ____

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL → \$ 120,000.00

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
<u>70410000</u>	<u>5577</u>	<u>State FSP Funding</u>	<u>0996</u>	<u>\$ 96,000</u>
<u>70410000</u>	<u>5577</u>	<u>DMV-Call Box Funds</u>	<u>0960</u>	<u>\$ 24,000</u>
_____	_____	_____	_____	\$ ____
_____	_____	_____	_____	\$ ____

Original Board Approved Contract Date: <u>08/05/09</u>	Contract Start: <u>7/01/09</u>	Contract End: <u>6/30/12</u>
New Amend. Approval (Board) Date: _____	Amend. Start: _____	Amend. End: _____

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:

Approved Budget Authority →	Fiscal Year: <u>09/10</u> \$ <u>40,000.00</u>	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ <u>80,000.00</u>
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Is this consistent with the adopted budget? ☒ Yes ☐ NoIf yes, which Task includes budget authority? 70410000If no, has the budget amendment been submitted? ☐ Yes ☐ No**CONTRACT MANAGEMENT****Please mark an "X" next to all that apply:**☒ Intergovernmental ☐ Private ☐ Non-Local ☐ Local ☐ Partly LocalDisadvantaged Business Enterprise: ☒ No ☐ Yes ____ %Task Manager: **Michelle Kirkhoff**Contract Manager: **Kelly Lynn**

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

Filename: C09180

**CHP Agreement #9R062000
SANBAG Agreement #09180**

**FUNDING AGREEMENT
BETWEEN
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
AND
SAN BERNARDINO ASSOCIATED GOVERNMENTS**

THIS AGREEMENT, made and entered into this 1st day of July 2009, by and between the California Highway Patrol, hereinafter called CHP, and the San Bernardino Associated Governments hereinafter called SANBAG.

GENERAL INFORMATION:

This agreement pertains to the overtime supervision and operation of a Freeway Service Patrol (FSP) program in San Bernardino County.

Section 2401 of the California Vehicle Code (CVC), states that the Commissioner of the California Highway Patrol (CHP) shall make adequate provisions for patrol of the highways at all times of the day and night. This section is interpreted to mean the Commissioner is given broad discretion in determining the means of providing adequate patrol, including the use of San Bernardino County FSP vehicles.

Section 21718(a)(7) of the CVC, is a provision, which specifically allows the CHP to be responsible for FSP vehicles stopping on freeways for the purpose of rapid removal of impediments to traffic.

The San Bernardino Associated Governments (SANBAG) has the ability to provide local matching funds, as required by state Budget Change Proposal (BCP), for the FSP on freeways within San Bernardino County, which qualifies the county to participate in the state FSP program. San Bernardino County FSP will assist in transportation system management efforts, provide traffic congestion relief and expedite the removal of freeway impediments. These efforts will have the added benefit of improving air quality.

TERMS AND CONDITIONS

A. GENERAL PROVISIONS

1. The San Bernardino County FSP program will be funded with revenues derived from San Bernardino County Service Authority for Freeway Emergencies (SAFE) funding and State Budget Change Proposal (BCP) funds, for daily contractor operations. Additionally, it is necessary to fund CHP overtime for field supervision of FSP

operators, administrative duties and other duties necessary to maintain the expected high level of FSP operational service.

2. Should this agreement be terminated under paragraph 2 of section B, TERMS AND CONDITIONS, SANBAG agrees to reimburse the CHP for those reasonable costs incurred and associated with the program overtime supervision and administrative duties as defined in this agreement up to the point of termination.
3. This agreement may only be amended by mutual written consent of the parties hereto.
4. The term of this agreement is from July 1, 2009 to June 30, 2012.
5. The Coordinators of this agreement are shown below:
 - a) SANBAG
Kelly Lynn, Program Manager
1170 W. 3rd St., 2nd Floor
San Bernardino, California 92410-1715
(909) 381-7000
 - b) California Highway Patrol - Commercial Vehicle Section
Karen Weaver, Statewide Coordinator
444 N. Third St. Suite 310
Sacramento, CA 95811-0228
(916) 445-1865

SANBAG agrees to reimburse CHP in accordance with the following schedule:

Approximately 476 hours of reimbursable overtime, \$83.98 per hour, during the 2009/2010 fiscal years. Estimated cost: \$40,000.

Approximately 476 hours of reimbursable overtime, \$83.98 per hour, during the 2010/2011 fiscal years. Estimated cost: \$40,000.

Approximately 476 hours of reimbursable overtime, \$83.98 per hour, during the 2011/2012 fiscal years. Estimated cost: \$40,000.

6. In the event CHP is granted a rate increase, SANBAG agrees to reimburse CHP at the new hourly rate. In no event, shall the total amount exceed the annual maximum amount.
7. CHP shall indemnify, defend and hold harmless SANBAG, its subsidiaries, and its officers, agents and employees from and against any and all liability and expenses, including, without

limitation, defense cost and legal fees, and claims for damages of any nature whatsoever, including, without limitation, bodily injury, death, personal injury or property damage arising from the performance of the work described herein, but only to the extent such liability, expenses and claims for damages are caused by or result from the negligent or intentional acts or omissions of the CHP, its officers, agents or employees.

8. SANBAG shall indemnify, defend and hold harmless CHP, its subsidiaries, and its officers, agents and employees from and against any and all liability and expenses, including, without limitation, defense cost and legal fees, and claims for damages of any nature whatsoever, including, without limitation, bodily injury, death, personal injury or property damage arising from the performance of the work described herein, but only to the extent such liability, expenses and claims for damages are caused by or result from the negligent or intentional acts or omissions of the SANBAG, its officers, agents or employees.
9. The contracting parties hereto shall be subject to examination and audit by the State of California, for a period of three (3) years after final payment under the contract in accordance with Government Code Section 10532. Additionally, SANBAG and CHP may be subject to examination and audit by representatives of either party. The examination and audit shall be confined to those matters directly related to this contract.

B. SANBAG RESPONSIBILITIES:

1. SANBAG shall reimburse CHP for those reasonable overtime expenses necessary to support the San Bernardino County FSP operations as outlined in paragraph 6 of Section A.
2. It is agreed that in the event State Freeway Service Patrol funds do not become available to SANBAG for this Agreement, SANBAG may immediately terminate this Agreement with written notice, but shall pay to CHP from other sources any amounts required to cover CHP's cost to the date of Agreement termination.

C. CHP RESPONSIBILITIES:

1. CHP has assigned and staffed one and one-half officer positions, per the state BCP, for supervision of the San Bernardino County Freeway Service Patrol program. The level of supervision conducted by the CHP, under this agreement, shall be at the discretion of the CHP.

2. All personnel providing services shall be State employees under the sole direction, supervision and regulation of the CHP. Said personnel shall work from the appropriate CHP facilities as designated by the CHP. At no time, shall any State employee, assigned to the San Bernardino County FSP program, be considered employees, agents, officials or volunteers of SANBAG.
3. CHP overtime duties shall include but not be limited to:
 - a) The daily field supervision of FSP operators.
 - b) Investigating complaints from the public regarding a San Bernardino County FSP contractor or operator.
 - c) Performing all necessary driver's license and background checks on San Bernardino County FSP operators.
 - d) Inspecting all FSP contractor tow trucks on a periodic basis.
 - e) Performing necessary daily field supervision, program management and oversight of the quality of the contractors' services.
 - f) Provide training to all San Bernardino County FSP contractors and operators.
 - g) Approve all FSP contractors' billing prior to SANBAG payment.
 - h) Provide representation for the FSP Technical Committee.
4. Cancellation

This Agreement may be canceled upon 30-days written notice by the parties hereto.
5. Disputes

Contractor shall continue with the responsibilities under this Agreement during any dispute.
6. Resolution

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

**SAN BERNARDINO COUNTY
ASSOCIATED GOVERNMENTS**

Paul M. Eaton, President

Date

**DEPARTMENT OF CALIFORNIA
HIGHWAY PATROL**

L. A. Paolini, Chief
Administrative Services Officer

Date

APPROVED AS TO FORM:



SANBAG Counsel

7-22-09
Date

Minute Action

AGENDA ITEM: 7

Date: August 5, 2009

Subject: Amendments to two Contracts to exercise first year option of Freeway Service Patrol (FSP) services.

- Recommendations:***
1. Approve Amendment No. 1 to Contract No. 07-108 with JLM Towing Services, Inc., to exercise the first year option of their existing contract, which would extend the contract term to February 28, 2011, in the amount of \$182,655 for a total contract amount of \$750,672, as identified in the Financial Impact Section below; and
 2. Approve Amendment No. 1 to Contract No. 07-107 with Pepe's Towing Services, Inc., to exercise the first year option of their existing contract, which would extend the contract term to December 31, 2010, in the amount of \$190,035 for a total contract amount of \$816,611, as identified in the Financial Impact Section below.

Background: FSP consists of a fleet of tow trucks roaming the freeways for the purpose of assisting motorists with their disabled vehicles during peak periods of congestion. Since the program's inception in January 2006, the FSP Program has demonstrated many benefits by reducing the amount of time a motorist is in unsafe conditions in, as well as reducing traffic delay, vehicular emissions and secondary accidents. There are eight separate areas (known as Beats) within the Valley portion of the County where FSP services are provided and cover over 60

*Approved
Board of Directors*

Date: August 5, 2009

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed:

centerline highway miles. On average, 3,500 motorists are assisted each month through the San Bernardino FSP program.

In November 2006, JLM and Pepe's were both selected through a competitive proposal process to provide FSP services on Beat 7 and 6 respectively. Beat 7 provides coverage along Interstate (I) 215 from 2nd Street to University Parkway and Beat 6 provides service along I 215 from the Riverside County Line to 2nd Street. Both contractors have provided excellent service in the implementation of these Beats since they began service in 2007. Note that the JLM contract does not conclude until February 28, 2010, and the Pepe's contract does not conclude until December 31, 2009. Due to their excellent service provided on these beats, and since JLM has agreed to continue providing services along Beat 7, at the current rate of \$49.50 per hour, Staff recommends that SANBAG exercise their first year option to continue providing this service. Since Pepe's has provided outstanding service on their Beat 6 and has agreed to continue providing service on Beat 6 at a rate of \$51.50 per hour, Staff also recommends that SANBAG exercise their first year option as well. To solidify these rates so that these Beats do not have to be included in the current RFP process, Staff recommends that SANBAG consider exercising JLM and Pepe's first year option of each of their Contracts. Attached are the contract amendments for consideration.

Financial Impact: A portion of the contract amendments has been included in the Fiscal Year (FY) 2009/2010, totaling \$155,850. The source of funds are a combination of State FSP Funds and Department of Motor Vehicle Registration Fees (Call Box funding) – Task Number 70410000. The remaining contract amount of \$216,840 will be incorporated into the FY 2010/2011 Budget when that Budget is prepared.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Plans and Programs Committee at its July 15, 2009, meeting. The item, as well as the two Contract amendments, has been reviewed by Legal Counsel as to form.

Responsible Staff: Kelly Lynn, Manager, Air Quality/Mobility Programs

SANBAG Contract No. 07-108-01

by and between

SAN BERNARDINO ASSOCIATED GOVERNMENTS (SANBAG)

and

JLM TOWING SERVICES, INC.

for

Freeway Service Patrol for Beat #7 Within San Bernardino County

FOR ACCOUNTING PURPOSES ONLY

<input checked="" type="checkbox"/> Payable	Vendor Contract # <u>07-108</u>	Retention:	<input type="checkbox"/> Original
<input type="checkbox"/> Receivable	Vendor ID JLMTI PTSI	<input type="checkbox"/> Yes ____ % x No	<input checked="" type="checkbox"/> Amendment

Notes:

Original Contract:	\$ 568,017	Previous Amendments Total:	\$ <u>0.00</u>
		Previous Amendments Contingency Total:	\$ <u>0.00</u>
Contingency Amount:	\$ ____	Current Amendment:	\$ <u>182,655</u>
		Current Amendment Contingency:	\$ <u>0.00</u>

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL → \$ 750,672

↓ Please include funding allocation for the original contract or the amendment.

<u>Task</u>	<u>Cost Code</u>	<u>Funding Sources</u>	<u>Grant ID</u>	<u>Amounts</u>
<u>704</u>	<u>5553</u>	<u>SANBAG Registration Fees</u>	<u>0960</u>	<u>\$ 36,531</u>
<u>704</u>	<u>5553</u>	<u>State FSP Funding</u>	<u>0896</u>	<u>\$ 146,124</u>

Original Board Approved Contract Date:	<u>11/1/06</u>	Contract Start:	<u>11/1/06</u>	Contract End:	<u>2/28/10</u>
New Amend. Approval (Board) Date:	<u>8/5/09</u>	Amend. Start:	<u>11/1/06</u>	Amend. End:	<u>2/28/11</u>

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:

Approved Budget Authority →	FY 09/10: \$60,885	Future Fiscal Year(s) – Unbudgeted Obligation →	\$121,770
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Is this consistent with the adopted budget? ☒ Yes ☐ No
 If yes, which Task includes budget authority? 70410000
 If no, has the budget amendment been submitted? ☐ Yes ☐ No

CONTRACT MANAGEMENT

Please mark an "X" next to all that apply:

☐ Intergovernmental ☒ Private ☐ Non-Local ☐ Local ☐ Partly Local

Disadvantaged Business Enterprise: X No ☐ Yes ____ %

Task Manager: **Michelle Kirkhoff**

Contract Manager: **Kelly Lynn**

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

Amendment No. 1 to Contract No. 07-108

By and Between

SAN BERNARDINO ASSOCIATED GOVERNMENTS

And

JLM TOWING SERVICES, INC.

For

**FREEWAY SERVICE PATROL FOR BEAT #7
WITHIN SAN BERNARDINO COUNTY**

WHEREAS, the San Bernardino Associated Governments, hereinafter referred to as "SANBAG" and JLM Towing Services, Inc., and referred to herein as "CONTRACTOR", a California Corporation, have previously entered into a contract effective November 1, 2006, wherein SANBAG engaged CONTRACTOR to provide freeway service patrol services along Beat #7 within San Bernardino County (herein referred to as "SERVICES"); which contract is hereinafter referred to as the "CONTRACT"; and,

WHEREAS, SANBAG and CONTRACTOR desire to amend the Contract to renew the Contract for one additional year for CONTRACTOR to perform the agreed upon work, as allowed for in Section 3.4 of CONTRACT.

NOW THEREFORE, SANBAG and CONTRACTOR agree to amend the Contract as follows:

1. SECTION 3.4 Term. The first sentence of the first paragraph is amended to read as follows:

The term of this Contract shall be shall from November 1, 2006 through February 28, 2011 and shall not exceed seven hundred fifty-thousand, six hundred seventy-two dollars and no cents (\$750,672.00), unless earlier terminated as provided herein.

EXHIBIT "B"

Compensation and Payment

Overview Contract 07-108-01 with JLM Towing Service, Inc. for Beat 7 Contract Term 11/1/06 through 2/28/11

Hourly Costs (per truck)	No. of Hours	5% More Hours	Total Hours	Cost Per Truck	Total Costs
FY 2006/2007 (3/1/07 - 6/30/07)	620	31	651	\$31,555	\$63,110
FY 2007/2008	1,859	93	1,952	\$94,670	\$189,339
FY 2008/2009	1,859	93	1,952	\$94,670	\$189,339
FY 2009/2010 (7/1/09 to 2/28/10)	1,239	62	1,301	\$63,114	\$126,229
Initial Term Subtotal:	5,577	279	5,856	\$284,009	\$568,017
FY 2009/2010 (3/1/10 to 6/30/10)	586	29	615	\$30,442	\$60,885
FY 2010/2011 (7/1/10 to 2/28/11)	1,171	59	1,230	\$60,885	\$121,770
Option Year Subtotal:	1,757	88	1,845	\$91,327	\$182,655
Contract Total:	7,334	367	7,701	\$381,199	\$750,672

Ave. Annual Hours Per Truck Per Beat 1,757
Hourly Rate for Initial Contract Term
And Option Yr. #1 \$49.50

Note: two primary FSP trucks required

2. Delete Exhibit B provided in the original Contract and replaced with the Exhibit B attached to this Amendment.
3. All other portions of this Contract shall remain in full force and effect and are incorporated herein by this reference.

IN WITNESS WHEREOF, the authorized parties have below signed and executed this Amendment to the Contract, and shall be effective on the date set forth above.

SAN BERNARDINO SERVICE AUTHORITY
FOR FREEWAY EMERGENCIES


Paul Eaton, President

JLM TOWING SERVICES, INC.



Moises Serrano, President

APPROVED AS TO LEGAL FORM FOR
SANBAG



Jean-Rene Basle, SANBAG Counsel

SANBAG Contract No. 07-107-01

by and between

SAN BERNARDINO ASSOCIATED GOVERNMENTS (SANBAG)

and

PEPE's TOWING SERVICES, INC.

for

Freeway Service Patrol for Beat #6 Within San Bernardino County

FOR ACCOUNTING PURPOSES ONLY

<input checked="" type="checkbox"/> Payable	Vendor Contract #	Retention:	<input type="checkbox"/> Original
<input type="checkbox"/> Receivable	Vendor ID PEPE'S TI PTSI	<input type="checkbox"/> Yes ____ % x No	<input checked="" type="checkbox"/> Amendment

Notes:

Original Contract: \$ 626,576	Previous Amendments Total: \$ <u>0.00</u>
	Previous Amendments Contingency Total: \$ <u>0.00</u>
Contingency Amount: \$	Current Amendment: \$ <u>190,035</u>
	Current Amendment Contingency: \$ <u>0.00</u>

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL → \$ 816,611

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
<u>704</u>	<u>5553</u>	<u>SANBAG Registration Fees</u>	<u>0960</u>	<u>\$ 38,007</u>
<u>704</u>	<u>5553</u>	<u>State FSP Funding</u>	<u>0896</u>	<u>\$ 152,028</u>

Original Board Approved Contract Date: <u>11/1/06</u>	Contract Start: <u>11/1/06</u>	Contract End: <u>12/31/09</u>
New Amend. Approval (Board) Date: <u>8/5/09</u>	Amend. Start: <u>11/1/06</u>	Amend. End: <u>12/31/10</u>

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:

Approved Budget Authority →	FY 09/10: \$95,018	Future Fiscal Year(s) – Unbudgeted Obligation →	\$95,017
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Is this consistent with the adopted budget? ☒ Yes ☐ No

If yes, which Task includes budget authority? 70410000

If no, has the budget amendment been submitted? ☐ Yes ☐ No

CONTRACT MANAGEMENT

Please mark an "X" next to all that apply:

☐ Intergovernmental ☒ Private ☐ Non-Local ☐ Local ☐ Partly Local

Disadvantaged Business Enterprise: ☒ No ☐ Yes ____ %

Task Manager: Michelle Kirkhoff	Contract Manager: Kelly Lynn
----------------------------------------	-------------------------------------

Task Manager Signature: *Michelle Kirkhoff* Date: 7/7/09

Chief Financial Officer Signature: _____ Date: _____

Contract Manager Signature: *Kelly Lynn* Date: 7.7.09

Amendment No. 1 to Contract No. 07-107

By and Between

SAN BERNARDINO ASSOCIATED GOVERNMENTS

And

PEPE's TOWING SERVICES, INC.

For

**FREEWAY SERVICE PATROL FOR BEAT #6
WITHIN SAN BERNARDINO COUNTY**

WHEREAS, the San Bernardino Associated Governments, hereinafter referred to as "SANBAG" and Pepe's Towing Services, Inc., and referred to herein as "CONTRACTOR", a California Corporation, have previously entered into a contract effective November 1, 2006, wherein SANBAG engaged CONTRACTOR to provide freeway service patrol services along Beat #6 within San Bernardino County (herein referred to as "SERVICES"); which contract is hereinafter referred to as the "CONTRACT"; and,

WHEREAS, SANBAG and CONTRACTOR desire to amend the Contract to renew the Contract for one additional year for CONTRACTOR to perform the agreed upon work, as allowed for in Section 3.4 of CONTRACT.

NOW THEREFORE, SANBAG and CONTRACTOR agree to amend the Contract as follows:

1. SECTION 3.4 Term. The first sentence of the first paragraph is amended to read as follows:

The term of this Contract shall be shall from November 1, 2006 through December 31, 2010 and shall not exceed eight hundred sixteen thousand, six hundred eleven dollars and no cents (\$816,611.00), unless earlier terminated as provided herein.
2. Delete Exhibit B provided in the original Contract and replaced with the Exhibit B attached to this Amendment.
3. All other portions of this Contract shall remain in full force and effect and are incorporated herein by this reference.

IN WITNESS WHEREOF, the authorized parties have below signed and executed this Amendment to the Contract, and shall be effective on the date set forth above.

SAN BERNARDINO SERVICE AUTHORITY
FOR FREEWAY EMERGENCIES

Paul M. Eaton, President

PEPE'S TOWING SERVICES, INC.

Lorenzo Navarro, Vice-President

APPROVED AS TO LEGAL FORM FOR
SANBAG

Jean-Rene Basle, SANBAG Counsel

EXHIBIT "B"

Compensation and Payment

Overview Contract 07-107-01 with Pepe's Towing Service, Inc. for Beat 6
Contract Term 11/1/06 through 12/31/10

Hourly Costs (per truck)	No. of Hours	5% More Hours	Total Hours	Cost Per Truck	Total Costs
FY 2006/2007 (1/1/07 - 6/30/07)	965	48	1,014	\$52,215	\$104,430
FY 2007/2008	1,931	96	2,027	\$104,429	\$208,858
FY 2008/2009	1,931	96	2,027	\$104,429	\$208,858
FY 2009/2010 (7/1/09 to 12/31/09)	965	48	1,013	\$52,215	\$104,430
Initial Term Subtotal:	5,792	288	6,081	\$313,288	\$626,576
FY 2009/2010 (1/1/10 to 6/30/10)	878	44	922	\$47,483	\$94,965
FY 2010/2011 (7/1/10 to 12/31/10)	877	45	923	\$47,535	\$95,070
Option Year Subtotal:	1,757	88	1,845	\$95,018	\$190,035
Contract Total:	7,549	376	7,926	\$408,306	\$816,611

Ave. Annual Hours Per Truck Per Beat 1,757
Hourly Rate for Initial Contract Term
And Option Yr. #1 \$51.50

Note: Two primary FSP Trucks are req.

-
- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
-

Minute Action

AGENDA ITEM: 8

Date: August 5, 2009

Subject: Amendment to the Fiscal Year 2009/2010 Budget for the I-10 High Occupancy Vehicle (HOV) project

Recommendation:* Approve Budget Amendment to add new task 26610000 for the I-10 HOV project in the Cities of Montclair and Ontario in the amount of \$494,000.

Background: The I-10 High Occupancy Vehicle (HOV) project within the Cities of Montclair and Ontario Task Number needs to be reopened so the final project accounting can be completed.

In February 1997, SANBAG entered into cooperative agreements for the construction of the two projects that added an HOV lane in each direction between the Los Angeles County Line and Milliken Avenue. The projects have been completed for years, but the final project accounting was never completed. The final accounting has identified that Caltrans is to refund SANBAG \$1,266,079.09 for overpayment of construction management services on one project and SANBAG owes Caltrans \$493,047.45 for construction management services on the other project. The net amount that SANBAG will receive is \$773,031.64.

Since the two projects are covered by two separate cooperative agreements, Caltrans cannot just issue a check for the \$773,031.64. SANBAG needs to issue a check for \$493,047.45, while at the same time SANBAG receives a check for

Approved
Board of Directors

Date: August 5, 2009

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

\$1,266,079.09. The amendment to the FY 09/10 Budget is required to allow the issuance of the check to Caltrans.

Financial Impact: This recommendation is not consistent with the 2009/2010 budget. The fund type for the budget amendment is Measure I Valley Major Projects.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Administrative Committee on July 8, 2009.

Responsible Staff: Garry Cohoe, Director of Freeway Construction

Minute Action

AGENDA ITEM: 9

Date: August 5, 2009

Subject: I-10/Riverside Avenue Interchange Project

- Recommendation:***
1. Approve the I-10/Riverside Avenue Interchange Plans, Specifications, and Estimates (PS&E) package, and
 2. Authorize the Director of Freeway Construction to advertise for Construction Bids for the I-10/Riverside Avenue Interchange project.

Background: Approval of the recommendations will allow the advertisement for construction bids for the I-10/Riverside Avenue interchange project upon receiving authorization to utilize federal funds from the Federal Highway Administration (FHWA).

The environmental document for the project was certified by Caltrans in March 2009. The Plans, Specification & Estimates (PS&E) package was certified by Caltrans in May 2009. The Right of Way certification was delayed due to a lengthy negotiation process between the City of Rialto (City), a land owner (Thrifty Oil), and tenant (ARCO) where a Temporary Construction Easement (TCE) was required. Further subsequent review of the design plans indicated that even though not preferable, the project can be constructed without the TCE. The elimination of the TCE allowed the project to receive Right of Way Certification on June 24, 2009.

In April 2009, state funds for construction were allocated by the California Transportation Commission (CTC). CTC allocation was condition on this project being included in SANBAG's purchase of State General Obligation Private

*Approved
Board of Directors*

Date: August 5, 2009

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

Placement Bonds. The CTC obligation requires the construction contract be awarded within 6 months, as such the construction contract must be awarded by no later than October 15, 2009. The delay in obtaining agreement with the gas station property owner discussed above has delayed obtaining the right-of-way certification resulting in delaying the advertisement of this project. Caltrans and Federal Highways Authority (FHWA) are working with us to allow the advertisement of the project in August resulting in the October 15, 2009 date being met. While it is our intent to meet this date, any unanticipated issues could cause further delay resulting in this date not being met. For this reason, we are going to August 2009 CTC meeting requesting an extension for the construction award date deadline.

Financial Impact: This item is consistent with the current fiscal year budget.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on July 9, 2009.

Responsible Staff: Garry Cohoe, Director of Freeway Construction

-
- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
-

Minute Action

AGENDA ITEM: 10

Date: August 5, 2009

Subject: SR-210 Muscoy Underpass Retrofit Project

Recommendation:* Approve Amendment No. 2 with RMA Group to extend the end date of Contract A03015-01 from June 30, 2009 to February 26, 2010.

Background: **This is an amendment to an existing contract.** The purpose of the amendment is to allow time to complete the materials testing work and other construction support tasks for the Muscoy Underpass Retrofit project. This amendment is only an extension of the contract period of performance and does not propose any changes to the contract amount.

On March 5, 2003, the SANBAG Board of Directors approved contract 03-015 with the RMA Group to provide construction related materials testing for SR-210 segments 9 through 11 and the I-10 eastbound Projects (I-10 eastbound Truck Climbing Lane and eastbound Mixed-Flow Lane addition).

The request for this amendment and extension of the period of performance for the above referenced contract is to allow the completion of the materials testing work for the Muscoy Underpass Retrofit work. The reasons for the delay of the Muscoy Underpass construction are largely due to the extensive coordination with the Union Pacific Railroad (UPRR) that is required to begin construction activities. The requested extended timeframe through February 26, 2010 will allow time to complete the required materials testing and other materials related support tasks.

*

Approved
Board of Directors

Date: August 5, 2009

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

Financial Impact: This contract does not include a modification of the contract amount.

Reviewed By: This item was reviewed and approved (15-0-1; Abstained: Gary Ovitt) by the Major Projects Committee on July 9, 2009. SANBAG Counsel has reviewed and approved the amendment as to form.

Responsible Staff: Garry Cohoe, Director of Freeway Construction

SANBAG Contract No. 03-015-02
by and between
San Bernardino County Transportation Authority
and
RMA Group
for

Materials Testing Services for SR-210, Segments 9-11 and I-10 East Projects

FOR ACCOUNTING PURPOSES ONLY												
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # <u>03015</u> Vendor ID <u>RMAG</u>	Retention: <input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input type="checkbox"/> Original <input checked="" type="checkbox"/> Amendment									
Notes:												
Original Contract: \$ <u>6,874,513</u> Contingency Amount: \$ <u>0</u>	<table style="width: 100%;"> <tr> <td style="width: 60%;">Previous Amendments Total:</td> <td style="text-align: right;">\$ <u>1,484,284</u></td> </tr> <tr> <td>Previous Amendments Contingency Total:</td> <td style="text-align: right;">\$ <u>0</u></td> </tr> <tr> <td>Current Amendment:</td> <td style="text-align: right;">\$ <u>0</u></td> </tr> <tr> <td>Current Amendment Contingency:</td> <td style="text-align: right;">\$ <u>0</u></td> </tr> </table>				Previous Amendments Total:	\$ <u>1,484,284</u>	Previous Amendments Contingency Total:	\$ <u>0</u>	Current Amendment:	\$ <u>0</u>	Current Amendment Contingency:	\$ <u>0</u>
Previous Amendments Total:	\$ <u>1,484,284</u>											
Previous Amendments Contingency Total:	\$ <u>0</u>											
Current Amendment:	\$ <u>0</u>											
Current Amendment Contingency:	\$ <u>0</u>											
Contingency Amount requires specific authorization by Task Manager prior to release.												
Contract TOTAL →				\$ <u>8,358,797</u>								
↓ Please include funding allocation for the original contract or the amendment.												
<u>Task</u>	<u>Cost Code</u>	<u>Funding Sources</u>	<u>Grant ID</u>	<u>Amounts</u>								
Original Board Approved Contract Date: <u>3/05/03</u> Contract Start: <u>3/05/03</u> Contract End: <u>5/05/07</u> New Amend. Approval (Board) Date: <u>8/05/09</u> Amend. Start: <u>8/05/09</u> Amend. End: <u>2/26/10</u>												
If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:												
Approved Budget Authority →	Fiscal Year: _____ \$ _____	Future Fiscal Year(s) - Unbudgeted Obligation → \$ _____										
Is this consistent with the adopted budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, which Task includes budget authority? _____ If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No												
CONTRACT MANAGEMENT												
Please mark an "X" next to all that apply:												
<input type="checkbox"/> Intergovernmental <input type="checkbox"/> Private <input type="checkbox"/> Non-Local <input checked="" type="checkbox"/> Local <input type="checkbox"/> Partly Local												
Disadvantaged Business Enterprise: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes _____ %												
Task Manager: <u>Garry Cohoe</u>			Contract Manager: <u>Sagar Pandey</u>									
 Task Manager Signature		 Contract Manager Signature		Date: <u>7-1-09</u>								
 Chief Financial Officer Signature		Date: <u>7-1-09</u>										

CONTRACT NO: 03-015

Amendment No. 2

Agreement By And Between

**San Bernardino
County Transportation Authority**

and

The RMA Group

This AMENDMENT No. 2 to CONTRACT No. 03-015 entered into this 5th day of August, 2009 by the firm of RMA Group Inc. (hereafter called CONSULTANT) and the San Bernardino Associated Governments/San Bernardino County Transportation Authority (hereafter called AUTHORITY):

WITNESSETH,

WHEREAS, AUTHORITY, under Contract No. 03-015, has engaged the services of CONSULTANT to provide materials testing services for Route 210 Segments 9-11 and I-10 East projects; and,

WHEREAS, the parties hereto desire to amend the aforesaid contract to extend the period of performance to complete the portion of work referred to as SR-210 Segments 9-11 Mainline Projects; and,

WHEREAS, AUTHORITY desires to extend the period of performance with this Amendment.

NOW THEREFORE, the parties hereto do mutually agree to amend Contract No. 03-015 as follows:

1. The period of performance under this Contract shall be extended to February 26, 2010.
2. Except as amended by this Amendment, all other provisions of Contract No. 03-015 and Amendment 03-015-01 remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year below written, but effective as of the day and year first set forth above.

The RMA Group

By: _____
Ed Lyon P.E., President

Date: _____

San Bernardino Associated Governments

By: _____
Paul M. Eaton, President
SANBAG Board of Directors

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
Jean-Rene Basle
SANBAG Counsel

Minute Action

AGENDA ITEM: 11

Date: August 5, 2009

Subject: Amendment to the Fiscal Year 2009/2010 Budget for Interstate-215 Segments 1 and 2

Recommendation:* Approve Fiscal Year 2009/2010 Budget Amendment to Task 83810000 to:

1. Add new American Recovery and Reinvestment Act (ARRA) funds for the construction of I-215 Segments 1 and 2 in the amount of \$29.5 million;
2. Reduce the Congestion Mitigation and Air Quality (CMAQ) Program funds by \$15 million;
3. Reduce the Transportation Congestion Relief Program (TCRP) funds by \$12.5 million;
4. Reduce \$2 million from the Surface Transportation Program (STP) funds.

Background: The net result of these adjustments will result in no total dollar change to the 09/10 task 83810000 budget; however, the mixture and type of funding is being changed. The Interstate-215 Segments 1 and 2 construction project was originally programmed to be funded with a mix of available Federal, State, and Local funds. For a variety of reasons, not all of these fund sources are either available or available at the same level for use on the project at this time. A revised funding plan for the I-215 corridor was approved at the April, 2009 Board meeting and

Approved
Board of Directors

Date: August 5, 2009

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

this budget amendment is being implemented to be consistent with this approved plan. This plan included the use of \$128 million in Federal American Recovery and Reinvestment Act (ARRA) funds for this project. It is estimated that \$29.5 million of the ARRA funds will be required during the 09/10 fiscal year. Both Regional and State ARRA funds were programmed on the project in the Regional Transportation Improvement Plan (RTIP) and were approved by the California Transportation Commission (CTC) at its April 15, 2009 meeting.

Due to these new ARRA funds being available for use in Fiscal Year 09/10 for the I-215 project, a budget amendment needs to be executed to denote the usage of these funds. To meet the intent of using the ARRA funds as soon as possible, it is recommended that \$29.5 million in ARRA funds be added to the 09/10 budget for use on task 838, I-215 construction. This results in the need to lower the budget of the CMAQ, TCRP, and STP funds in the Fiscal Year 09/10 budget. The construction funding plan for this project identifies the use of the CMAQ, TCRP and STP funds are programmed in the next few years. The ARRA funds are being utilized in part because State Proposition 1B Corridor Mobility Improvement Account (CMIA) funds and the State Regional Improvement Program (RIP) funds are not available at the levels that were programmed.

Financial Impact: This recommendation is not consistent with the 2009/2010 budget. The total task budget authority for year 09/10 remains the same at \$49,666,288, but the mixture and type of funds are revised. ARRA funds are being added. CMAQ, TCRP and STP funds are being removed from the current FY and reserved to be utilized by this task in future years. All other funding sources currently budgeted for this task remains intact.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Administrative Committee on July 8, 2009.

Responsible Staff: Garry Cohoe, Director of Freeway Construction

Minute Action

AGENDA ITEM: 12

Date: August 5, 2009

Subject: SR-210 Segment 4 Landscape Plant Establishment

Recommendation:*

1. Award construction contract No. C09203 in the amount of \$224,783.70 to America West Landscape, Inc. for SR-210 Segment 4 Landscape Plant Establishment and authorize expenditure of funds in the amount of \$42,476.30 for supplemental funds and contingencies, not to exceed \$267,260.00.
2. Approve purchase order No. PO10043 with Cucamonga Valley Water District to supply irrigation water needed during the plant establishment period in the amount of \$120,000.

Background: This is a new contract awarded on the competitive low bid process. As such, conflict of interest is not applicable. SANBAG opened bids for the SR-210 Segment 4 (Hermosa Avenue to Milliken Avenue) Landscape Plant Establishment project on June 25, 2009. This project is a follow up to the SR-210 Segment 4 Landscaping Construction project, which constructed the landscaping improvements and provided one year of plant establishment. Per the approved cooperative agreement for the landscaping project, three years of plant establishment is required before Caltrans will take over the maintenance. Not including the additional two years of plant establishment in the construction contract results in a savings due to the lower prevailing wages required for a plant

*Approved
Board of Directors*

Date: August 5, 2009

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

establishment contract versus a construction contract and the release of the higher construction bond amount two years earlier.

SANBAG received two (2) bids from prime landscape contractors. The low bid of \$224,783.70 was submitted by America West Landscaping, Inc. and the other bid of \$231,301.00 was submitted by Pacific Restoration Group, Inc. The low bid is 11.8% lower than the Engineer's Estimate of \$255,000.00 and does not include contingencies or supplemental funds.

The expenditure request of \$267,260 includes the base contract amount, supplemental funds and 10% contingency. Please see Attachment "A" for a breakdown of costs.

Following bid opening, staff reviewed the two bids and determined that America West Landscape, Inc. submitted the lowest responsible bid in accordance with the requirements of the contract.

This plant establishment contract with America West Landscaping was approved by the Major Project Committee on July 9th, 2009, however, Purchase Order No. 10043 with Cucamonga Valley Water District in the amount of \$120,000 for irrigation water during the plant establishment period was inadvertently not included in the Committee's Agenda Item and has now been amended into the recommendation.

Financial Impact: Approval of contract C09203 is consistent with the 2009/10 Fiscal Year Budget, TN 82410000.

Reviewed By: The award of the construction contract was reviewed and unanimously recommended for approval by the Major Projects Committee on July 9, 2009. The budget authorization for the irrigation water was not considered by the Committee. Counsel has reviewed and approved the contract as to form.

Responsible Staff: Garry Cohoe, Director of Freeway Construction

SANBAG Contract No. C09203
by and between
San Bernardino Associated Governments
and
America West Landscape, Inc.
for

Establishing Existing Planting Work on SR-210, Segment 4

FOR ACCOUNTING PURPOSES ONLY				
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID _____	Retention: <input checked="" type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment	
Notes:				
Original Contract: \$ 224,783.70 Contingency Amount: \$ 42,476.30	Previous Amendments Total: \$ _____ Previous Amendments Contingency Total: \$ _____ Current Amendment: \$ _____ Current Amendment Contingency: \$ _____ Contingency Amount requires specific authorization by Task Manager prior to release.			
Contract TOTAL →			\$ 267,260.00	
↓ Please include funding allocation for the original contract or the amendment.				
<u>Task</u>	<u>Cost Code</u>	<u>Funding Sources</u>	<u>Grant ID</u>	<u>Amounts</u>
824	5553	Measure 1	1300	\$ 150,000.00
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
Original Board Approved Contract Date: _____ Contract Start: _____ Contract End: _____ New Amend. Approval (Board) Date: _____ Amend. Start: _____ Amend. End: _____				
If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:				
Approved Budget Authority →	Fiscal Year: 2009/10 \$ 150,000	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ 117,260	
Is this consistent with the adopted budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, which Task includes budget authority? <u>824</u> If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No				
CONTRACT MANAGEMENT				
Please mark an "X" next to all that apply:				
<input type="checkbox"/> Intergovernmental <input checked="" type="checkbox"/> Private <input type="checkbox"/> Non-Local <input type="checkbox"/> Local <input type="checkbox"/> Partly Local				
Disadvantaged Business Enterprise: <input type="checkbox"/> No <input type="checkbox"/> Yes _____ %				
Task Manager: Garry Cohoe			Contract Manager: Sagar Pandey	
Task Manager Signature			Contract Manager Signature	
Date <u>7/1/09</u>			Date <u>7/1/09</u>	
Chief Financial Officer Signature			Date <u>7/1/09</u>	

SAN BERNARDINO ASSOCIATED GOVERNMENTS
State Highway 210
In the City of Rancho Cucamonga, California
ESTABLISH EXISTING PLANTING
Contract No.: 09-203
Bid Opening: June 25, 2009

THIS AGREEMENT, made and concluded, in duplicate, between the San Bernardino County Transportation Authority (referred to hereinafter as "AUTHORITY"), and America West Landscape, Inc. (referred to hereinafter as "Contractor").

ARTICLE 1.--WITNESSETH, That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by AUTHORITY, and under the conditions expressed in the Performance Bond and Payment Bond, bearing even date with these present, and hereunto annexed, the said Contractor agrees with AUTHORITY, at the Contractor's own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by either AUTHORITY or the State of California, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of AUTHORITY, the work described in the special provisions and the project plans described below, including any addenda thereto, and also in accordance with California Department of Transportation Standard Plans, dated May 2006, the Standard Specifications, dated May 2006, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, which said special provisions, project plans, Standard Plans, Standard Specifications, and Labor Surcharge and Equipment Rental Rates are hereby specially referred to and by such reference made a part hereof.

The Highway Construction Project Notice to Contractors and Special Provisions dated June 2, 2009 for the work to be done are entitled:

FOR ESTABLISH EXISTING PLANTING WORK ON
State Highway 210
IN SAN BERNARDINO COUNTY
IN THE CITY OF RANCHO CUCAMONGA, CALIFORNIA
(Segment 4)

ARTICLE II.--AUTHORITY hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide materials to do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III.--The State general prevailing wage rates most current edition at the date of the bid opening are hereby made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE IV.--By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

SCHEDULE A – BID LIST

ITEM NO	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	ITEM TOTAL
1	204099	ESTABLISH EXISTING PLANTING - SEGMENT 4 (2 yrs)	LS	1	224,783.70	224,783.70
		SCHEDULE A TOTAL			224,783.70	

ARTICLE V.--- Contractor agrees to receive and accept the following prices as full compensation for (1) furnishing all materials and for doing all the work contemplated and embraced in this agreement; (2) all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by AUTHORITY, and for all risks of every description connected with the work; (3) all expenses incurred by or in consequence of the suspension or discontinuance of work and (4) well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

ARTICLE VI.---The undersigned agrees to complete the work within the time period as stipulated in Section 4 of the Special Provisions.

ARTICLE VII.---The undersigned hereby certifies that he is currently the holder of a valid license as a contractor in the State of California and that the license is the correct class of license for the work described in the project plans and specifications.

ARTICLE VIII

Indemnification - The Contractor agrees to indemnify, defend and hold harmless AUTHORITY, the State of California, City of Rancho Cucamonga, Fluor Corporation, and their authorized offices, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts errors or omissions of any person and for any costs or expenses incurred by AUTHORITY, the State of California, City of Rancho Cucamonga, Fluor Corporation, and their authorized officers, employees, agents and volunteers on account of any claim therefore, except where such indemnification is prohibited by law.

ARTICLE IX

Insurance - Without in anyway affecting the indemnity herein provided and in addition thereto the Contractor shall, at the Contractor's expense, procure and maintain insurance on all of its operations with companies acceptable to AUTHORITY as follows. All insurance shall be kept in full force and effect from the beginning of the work through final acceptance by AUTHORITY. In addition, the Contractor shall maintain completed operations coverage with a carrier acceptable to AUTHORITY through the expiration of the patent deficiency in construction statute of repose set forth in Section 337.1 of the Code of Civil Procedure. The policies shall be written by a California admitted carrier with a Best's rating of B++ or better

Workers' Compensation and Employer's Liability Insurance - Workers' Compensation insurance shall be provided in an amount and form to meet all applicable requirements of the Labor Code of the State of California. Employer's Liability Insurance shall be provided in amounts not less than:

- (a) \$1,000,000 for each accident for bodily injury by accident.
- (b) \$1,000,000 policy limit for bodily injury by disease.
- (c) \$1,000,000 for each employee for bodily injury by disease.

Liability Insurance -- The Contractor shall carry General Liability and Umbrella or Excess Liability Insurance covering all operations by or on behalf of the Contractor providing insurance for bodily injury liability, and property damage liability for the limits of liability indicated below and including coverage for:

- (a) premises, operations and mobile equipment.
- (b) products and completed operations.
- (c) broad form property damage (including completed operations).
- (d) explosion, collapse and underground hazards.
- (e) personal injury.
- (f) contractual liability.

Liability Limits/Additional Insureds - The limits of liability shall be at least:

- (a) \$1,000,000 for each occurrence (combined single limit for bodily injury and property damage).
- (b) \$2,000,000 aggregate for products-completed operations.
- (c) \$2,000,000 general aggregate. This general aggregate limit shall apply separately to the Contractor's work under this Agreement.
- (d) \$5,000,000 umbrella or excess liability. For projects over \$25,000,000 only, an additional \$10,000,000 umbrella or excess liability (for a total of \$15,000,000). Umbrella or excess policy shall include products liability completed operations coverage and may be subject to \$5,000,000 or \$15,000,000 aggregate limits. Further, the umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

AUTHORITY, the State of California, and City of Rancho Cucamonga, and their authorized officers, employees, agents and volunteers, shall be named as additional insureds under the General Liability and Umbrella Liability Policies with respect to liability arising out of or connected with work or operations performed by or on behalf of the Contractor under this contract. Coverage for such additional insureds shall not extend to liability:

- (1) arising from any defective or substandard condition of the Roadway which existed at or prior to the time the Contractor commenced work, unless such condition has been changed by the work or scope of the work requires the Contractor to maintain existing Roadway facilities and the claim arises from the Contractor's failure to maintain; or
- (2) for claims occurring after the work is completed and accepted unless these claims are directly related to alleged acts or omissions of the Contractor which occurred during the course of the work; or
- (3) to the extent prohibited by Section 11580.04 of the Insurance Code.

The policy shall stipulate that the insurance afforded the additional insureds shall apply as primary insurance. Any other insurance or self insurance maintained by AUTHORITY will be excess only and shall not be called upon to contribute with this insurance. Such additional insured coverage shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Additional Insured (Form B) endorsement form CG 2010, as published by the Insurance Services Office (ISO).

Automotive Liability Insurance – The Contractor shall carry automobile liability insurance, including coverage for all owned, hired and non-owned automobiles. The primary limits of liability shall not be less than \$1,000,000 combined single limit each accident for bodily injury and property damage. The umbrella or excess liability coverage required under Article IX "Liability Limits/Additional Insureds," shall also apply to automobile liability.

Waiver of Subrogation Rights - Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against AUTHORITY, the State of California, City of Rancho Cucamonga, and their authorized officers, employees, agents and volunteers, contractors and subcontractors.

Policy Forms, Endorsements and Certificates – The Contractor's General Liability Insurance shall be provided under Commercial General Liability policy form No. CG0001 as published by the Insurance Services Office (ISO) or under a policy form at least as broad as policy form No. CG0001.

Evidence of insurance in a form acceptable to AUTHORITY, including the required "additional insured" endorsements, shall be furnished by the Contractor to AUTHORITY at or prior to the pre-construction conference. The evidence of insurance shall provide that there will be no cancellation, lapse, or reduction of coverage without thirty (30) days' prior written notice to AUTHORITY. Certificates of Insurance, as evidence of required insurance, for the General Liability, Auto Liability and Umbrella-Excess Liability policies shall set forth deductible amounts applicable to each policy and all exclusions which are added by endorsement to each policy. AUTHORITY may expressly allow deductible clauses, which it does not consider excessive, overly broad, or harmful to interests of AUTHORITY. Standard ISO form No. CG0001 or similar exclusions will be allowed provided they are not inconsistent with the requirements of this section. Allowance of any additional exclusions is at the discretion of AUTHORITY. Regardless of the allowance of exclusions or deductions by AUTHORITY, the Contractor shall be responsible for any deductible amount and shall warrant that the coverage provided to AUTHORITY is consistent with the requirements of this section.

Enforcement – AUTHORITY may take any steps as are necessary to assure Contractor's compliance with its obligations. Should any insurance policy lapse or be canceled during the contract period the Contractor shall, within thirty (30) days prior to the effective expiration or cancellation date, furnish AUTHORITY with evidence of renewal or replacement of the policy. Failure to continuously maintain insurance coverage as herein provided is a material breach of contract. In the event the Contractor fails to maintain any insurance coverage required, AUTHORITY may, but is not required to, maintain this coverage and charge the expense to the Contractor or terminate this Agreement. The required insurance shall be subject to the approval of AUTHORITY, but any acceptance of insurance certificates by AUTHORITY shall in no way limit or relieve the Contractor of the Contractor's duties and responsibilities under the Contract to indemnify, defend and hold harmless AUTHORITY, the State of California, City of Rancho Cucamonga, and their authorized officers, employees, agents and volunteers. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude AUTHORITY from taking other actions as is available to it under any other provision of the contract or law. Failure of AUTHORITY to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

Miscellaneous – Nothing contained in the Contract is intended to make the public or any member thereof a third party beneficiary of the Insurance or Indemnity provisions of the Contract, nor is any term, condition or other provision of the Contract intended to establish a standard of care owed to the public or any member thereof.

ARTICLE X.--The undersigned agrees to furnish AUTHORITY with a satisfactory Payment Bond in an amount equal to one hundred percent (100%) of the contract amount and a Performance Bond in an amount equal to one hundred percent (100%) of the contract amount. These bonds shall be secured from a surety company or companies satisfactory to AUTHORITY and shall remain in force and effect for a period of one year following the date of filing of Notice of Completion.

ARTICLE XI.--If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under Article VIII, Indemnification.

ARTICLE XII.--The parties acknowledge and agree that this Agreement was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The parties agree that the venue for any action or claim brought by any party to this Agreement will be the Central District of San Bernardino County. Each party hereby waives any law or rule of court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third party, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District of San Bernardino County.

IN WITNESS THEREOF, the parties hereto have caused this contract to be executed on the day and year first above written.

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

BY: _____
Paul M. Eaton
President, AUTHORITY Board of Directors

DATE: _____

APPROVED AS TO FORM AND PROCEDURE

BY: _____
Jean-Rene Basle
AUTHORITY Counsel

DATE: _____

CONTRACTOR: **America West Landscape, Inc.**

BY: _____

DATE: _____

Licensed in accordance with an act providing for registration of contractors,

License No.

Federal Employer Identification Number

Attachment "A"

Contract C09203 SR210 Plant Establishment, Segment 4

Base Bid	\$224,783.70
10% Base Bid Contingency	\$ 22,476.30
Supplemental Funds	
Turnover from Construction Contractor	\$ 10,000.00
Site Damage	<u>\$ 10,000.00</u>
	\$ 20,000.00
Total Contingency (10% Base Bid + Supplemental)	\$ 42,476.30
Bid + Total Contingency	\$267,260.00

PURCHASE ORDER REQUEST

NOTE: Do not use a purchase order for construction projects, roadwork, purchase or lease of real property, and employment contracts.

Short Description of PO to be included in monthly procurement report.
(Required) Use up to a maximum of 27 characters to provide a short description.

SR-210 Landscape Irrigation

VENDOR: Cucamonga Valley Water District

Vendor ID CVWD1

ADDRESS: 10440 Ashford Street, Rancho Cucamonga, CA 91730

PHONE: (909) 944-6000

☐ Process payment from this PO Request – invoice is attached.

PO End Date (required): June 30, 2011

PO # (if released for RFP/RFQ): PO10043

Item Description	Order Qty	Task #	Cost Code	Amount
Payment of irrigation water costs to Cucamonga Valley Water District for SR-210, Segment 4 Landscape Services		82410000	5530	\$ 120,000.00
				\$
				\$
				\$
				\$
				\$
Shipping/Handling				\$
TOTAL				\$ 120,000.00

Attach any special instructions that are to be noted on the purchase order.

Please answer the following questions regarding the selection process:

Was the County Pre-Approved Vendor List used? ☒ No ☐ Yes

Was an informal competitive bid process done? ☒ No ☐ Yes -- complete Informal Bid Process Form (Page 2).

Is this a sole source purchase order? ☐ No ☒ Yes - If so, why? Sole water provider

Requested By: Garry Cohoe

Date 7/22/09

P.O. Manager's Signature

Date

Approved by Task Manager (Signature)

Filename: PO10CVWD-01.docx